

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**



REQUEST FOR PROPOSALS (RFP)

**MARYLAND HEALTH CARE COMMISSION
4160 PATTERSON AVENUE
BALTIMORE, MARYLAND 21215**

**Consultant Services to Support
Central Line-Associated Blood Stream Infection
Data Quality Review and Validation**

MHCC 10-002

Offerors are invited to submit proposals in conformance with the requirements established by the specifications herewith.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

Publication Date: June 3, 2009

Note: Please see Part IV, Section 2.14, clause #2 for cautions regarding the confidentiality of proposals submitted in response to this RFP.

ENCOURAGEMENT OF PARTICIPATION STATEMENT

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Notice to Vendors/Contractors," which is on the following page, supplying comments and/or the reason(s) for declining to bid or to make an offer in response to this solicitation. Please return this form either with your submission package or in an envelope addressed to the issuing office listed on the Key Information Summary Sheet, even if you are not submitting a proposal.

Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid/Proposal Number: **MHCC 10-002** Entitled: **Consultant Services to Support Central Lie-Associated Blood Stream Infection data Quality Review and Validation**

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive (Please explain below.)
- ☐ Specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
- ☐ Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address or e-mail: _____

Thank You!!!

KEY INFORMATION SUMMARY PAGE

Title of RFP: Consultant Services to Support Central Line-Associated Blood Stream Infection Data Quality Review and Validation

RFP Issue Date: June 3, 2009

RFP Number: MHCC 10-002

Description of Services: The purpose of this solicitation is to obtain consultant services to develop and implement a plan for validating Central Line-Associated Blood Stream Infection (CLABSI) data collected from Maryland hospitals via the National Healthcare Safety Network (NHSN) system by the Maryland Health Care Commission (MHCC). The major activities of this project include: (1) development of a plan to validate numerator and denominator data for CLABSI outcome measures; (2) conduct of on-site hospital record reviews; and, (3) preparation and summary of audit findings.

Minimum Requirements: The successful offeror must have staff who performs the reviews certified in the field of infection prevention and control who have training and experience in the NHSN. In addition, the offeror must have staff that performs the reviews, trained in the CLABSI module of NHSN.

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: July 1, 2009 –June 30, 2010 (1 year contract term)

eMaryland Marketplace Registration:

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace.

Electronic Funds Transfer: By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix I). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Issuing Office: Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Issuing Office Point of Contact: Theresa Lee
Chief, Hospital Quality Initiatives
Center for Hospital Services
Maryland Health Care Commission

(410) 764-3328
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(410) 764-3329
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Contract Monitor: **Theresa Lee**
Chief, Hospital Quality Initiatives
Center for Hospital Services
Maryland Health Care Commission
(410) 764-3328
e-mail: tlee@mhcc.state.md.us

Deadline for receipt of proposals: Thursday, July 2, 2009 @ 4:00 p.m.

Proposal(s) Received At Maryland Health Care Commission
4160 Patterson Avenue
Receptionist Desk
Baltimore, Maryland 21215

No Minority Business Enterprise subcontracting goal was established for the contract resulting from this solicitation; however, Certified Minority Business Enterprise vendors are encouraged to submit proposals.

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Acceptance of a contract resulting from this RFP indicates intent to comply with all conditions that are part of this solicitation document.

GLOSSARY OF TERMS

APIC	Association for Practitioners in Infection Control
AST	Active Surveillance Testing
CBIC	Certification Board of Infection Control and Epidemiology, Inc.
CIC	Certification in Infection Control and Epidemiology by the CBIC
CDC	Centers for Disease Control and Prevention
CMS	Centers for Medicare and Medicaid Services
CLABSI	Central Line-Associated Bloodstream Infection
DHMH	Department of Health and Mental Hygiene
DUA	Data Use Agreement
HAI	Healthcare Associated Infections
HCAHPS	Hospital Consumer Assessment of Healthcare Providers and Systems
HCW	Health Care Worker
HIPPA	Health Insurance Portability and Accountability Act of 1996
HPEG	Hospital Performance Evaluation Guide
HSCRC	Health Services Cost Review Commission
ICU	Intensive Care Unit
NHSN	National Healthcare Safety Network
IP	Infection Preventionist
MRSA	Methicillin-Resistant Staphylococcus Aureus
QMDC	Quality Measures Data Center
SCIP	Surgical Care Improvement Project
SHEA	Society for Healthcare Epidemiology of America

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The State of Maryland is a leader in collecting and publicly reporting information on quality of care with the goals of promoting knowledgeable patient choices about health care providers and providing feedback to health care providers and policymakers to inform quality improvement initiatives. The Maryland General Assembly has charged the Maryland Health Care Commission (MHCC) with a range of major initiatives, encompassing health maintenance organizations (HMOs), nursing homes, hospitals, and ambulatory surgical facilities. These initiatives are designed to promote quality health care for all Maryland residents through collecting and publicly reporting data that permits comparisons based on a range of performance measures, including processes of care, outcomes of care, patient and family perceptions of care, and structural and organizational characteristics associated with high quality care.

The MHCC is a 15-member independent regulatory commission functioning administratively within the Department of Health and Mental Hygiene (DHMH). The Maryland General Assembly created the MHCC in 1999 through the consolidation of two existing commissions to “establish a streamlined health care regulatory system within the State of Maryland in a manner such that a single State health policy can be better articulated, coordinated, and implemented in order to better serve the citizens of this state”. The MHCC is responsible for carrying out the provisions contained in Health-General Article §19-103 et seq. The responsibilities of the MHCC include, among others, the implementation of a Hospital Performance Evaluation System [Health-General Article §19-134(e)] to comparatively evaluate the quality of care outcomes and performance measurements of hospitals and ambulatory surgical facilities.

The MHCC partners with a number of organizations in promoting its quality initiatives, including Maryland health care facilities, quality improvement organizations, and other State government agencies. For hospital quality initiatives, the MHCC collaborates closely with the Health Services Cost Review Commission (“HSCRC”). HSCRC is a 7-member independent hospital regulatory commission also functioning administratively within the Department of Health and Mental Hygiene. HSCRC was established in 1971 and given authority to set hospital rates under Health-General Article §19-201 et seq. The HSCRC focuses on hospital costs and financial performance and in recent years has expanded its activities to link hospital reimbursement with health care quality. Patient-level hospital discharge data collected by the HSCRC on inpatient, emergency department, and ambulatory surgery services provided by acute care facilities is a key source of data on hospital care in Maryland.

In this Request for Proposals (RFP), the MHCC invites proposals from vendors to provide consultant services to develop and implement a plan for auditing healthcare-associated infection (HAI) data collected for Maryland hospitals via the National Healthcare Safety Network (NHSN) system. There will be a single award as a result of this RFP. All communications regarding this RFP are to be made only by the Procurement Officer (see Key Information Summary Sheet). Information communicated by the Procurement Officer shall constitute the official position of the State.

2.0 BACKGROUND: MARYLAND HOSPITAL QUALITY INITIATIVES

- **Hospital Performance Evaluation Guide**

The 1999 Maryland General Assembly charged the MHCC with developing and implementing a system to comparatively evaluate the quality of care outcomes and performance measurements of hospitals and ambulatory surgical facilities on an objective basis. The purpose of a comparable performance measurement system or "report card" is to improve the quality of care. The 1999 legislation (House Bill 705) states that this can be accomplished by establishing a common set of performance measurements and disseminating the findings of the performance measurements to hospitals, consumers, and other interested persons. To meet this legislative mandate, the MHCC developed the Hospital Performance Evaluation Guide, an online resource tool for consumers, providers, and policymakers. In July 2006, the Maryland legislature expanded MHCC's public reporting authority in Senate Bill 135, *Hospitals-Comparable Evaluation System-Health Care-Associated Infection Information*. This law required that the Hospital Performance Evaluation Guide be expanded to include additional data on healthcare-associated infections (HAI) from hospitals.

To assist its development of a plan for expanding the HAI data on the Hospital Guide, the Commission appointed an HAI Technical Advisory Committee (Refer to Figure 1, below), composed of members who are infection control practitioners, hospital epidemiologists, health insurers, nurses, and researchers. The Healthcare-Associated Infections (HAI) Technical Advisory Committee's Report was completed in November 2007 (http://mhcc.maryland.gov/healthcare_associated_infections/hai_report_jan2008/hai_cover.html). Over the past year, the Commission has worked to implement the plan. A number of important recommendations have been implemented, including:

HAI Advisory Committee

- The Commission has established a permanent standing HAI Advisory Committee consisting of representatives from acute care hospitals, long term care facilities, ambulatory surgery centers, SHEA and APIC. This committee includes hospital epidemiologists, infection prevention and control professionals, a public health specialist, a public health lawyer, a statistician, an ethicist, quality improvement/patient safety expert, a third party payer, and a patient/health care consumer. (A list of Advisory Committee members is provided in Appendix A.)

Data Collection and Reporting System

- As of July 1, 2008, all Maryland hospitals have enrolled in the CDC National Healthcare Safety Network (NHSN) and are using this system as the vehicle for collecting data on Central Line-Associated Blood Stream Infections (CLABSI) in all intensive care units (ICUs). To implement this reporting requirement, the Commission, in partnership with the Maryland Hospital Association and the Baltimore and Washington Metropolitan Area Chapters of APIC, held a training session in April 2008 that was attended by about 100 infection preventionists (IPs) and related professionals from all Maryland acute hospitals.

HAI Process and Outcome Measures for Public Reporting

- Effective July 1, 2008, Maryland hospitals began reporting Central Line-Associated Bloodstream Infections (CLABSIs) in All Intensive Care Units (ICUs) to the Commission.

- Effective January 1, 2009, the Commission expanded the collection of three Surgical Care Improvement Project (SCIP) measures relating to HAIs to include all surgical strata: (1) proportion of patients receiving antimicrobial prophylaxis within one hour prior to incision (SCIP-INF-1); (2) proportion of patients receiving the appropriate antimicrobial agent based on current guidelines (SCIP-INF-2); and, (3) proportion of patients whose antimicrobial prophylaxis is discontinued within 24-hours following surgery (SCIP-INF-3). Prior to this change, these three SCIP measures were limited to hip, knee, and colon surgeries. The Commission will report SCIP-INF 1-3 for all surgical strata beginning July 1, 2009.
- The Commission added 5 new SCIP measures, effective for discharges beginning January 1, 2009: cardiac surgery patients with controlled 6 a.m. postoperative serum glucose (SCIP-INF-4); surgery patients with appropriate hair removal (SCIP-INF-6); surgery patients on beta-blocker therapy prior to admission who received a beta-blocker during the perioperative period (SCIP-CARD-2); surgery patients with recommended venous thromboembolism prophylaxis ordered (SCIP-VTE-1); and, surgery patients who received appropriate venous thromboembolism prophylaxis within 24 hours prior to surgery and 24 hours after surgery (SCIP-VTE-2). The Commission will report data for these new SCIP measures in its Hospital Performance Evaluation Guide.
- Effective January 1, 2009, Maryland hospitals are required to collect data on AST for MRSA in ICUs, including all units defined as inpatient adult critical care and pediatric critical care in accordance with the *National Healthcare Safety Network (NHSN) Manual: Patient Safety Component Protocol, updated January 2008*. All units defined as neonatal critical care (i.e., NICU) are excluded from this reporting requirement. Hospitals will report data on AST for MRSA in ICUs to the MHCC on a quarterly basis using an on-line survey instrument. The Commission will publicly report data on hospital compliance with AST for MRSA (i.e., the proportion of patients admitted to the ICU who had an anterior nares swab cultured for MRSA on admission). Prior to publicly reporting this data on the Hospital Performance Evaluation Guide, hospitals will have an opportunity to preview data. The initial data reporting period will cover the first two calendar quarters of 2009.
- For the 2008-2009 reporting period, the Commission is conducting a pilot survey to determine the feasibility of collecting uniform data on health care worker influenza vaccination rates. In this pilot survey, hospitals are required to report data on all paid, full-time and part-time employees and house staff (defined as residents and interns) who received FluMist® or injectable flu vaccine on-site or off-site between October 1, 2008 and March 31, 2009 using this survey. The data collected during this pilot phase will not be publicly reported. Hospitals will receive feedback and comparison data from MHCC during this first reporting period. After reviewing the results of the pilot survey, the Commission will initiate public reporting of HCW influenza vaccination rates on the Hospital Performance Evaluation Guide for the October 1, 2009 thru March 31, 2010 flu season.

Figure 1. Hospital Performance Evaluation System



¹Association for Practitioners in Infection Control and Epidemiology, Inc.

3.0 PURPOSE

The purpose of this solicitation is to obtain consultant services to develop and implement a plan for validating CLABSI data collected from Maryland hospitals via the National Healthcare Safety Network (NHSN) system. The major activities of this project include: (1) development of a plan to validate numerator and denominator data for CLABSI outcome measures; (2) conduct of on-site hospital record reviews; and, (3) preparation and summary of audit findings.

4.0 SERVICES TO BE PERFORMED

The MHCC seeks to a consultant to develop and implement a plan for validating HAI data collected for Maryland hospitals via the NHSN system.

4.1 Development of Data Quality Review and Validation Plan for CLABSI Outcome Measures

Maryland acute care hospitals were required to use the NHSN system to report data to the Commission on CLABSI beginning July 1, 2008. This reporting requirement applies to infections occurring after July 1, 2008 in any intensive care unit (i.e., all units defined as inpatient adult critical care and pediatric critical care; and, units defined as neonatal critical care- according to the *NHSN Manual: Patient Safety Component Protocol, updated*

January 2008) regardless of when the patient was admitted. Under this reporting requirement, 46 acute general hospitals are collecting and reporting data to the Commission. Table 1 provides a profile of the number and types of intensive care units covered by this reporting requirement. The goal of the Commission is to publicly report hospital-specific audited data on CLABSI cases and rates beginning with fiscal year 2009 (July 1, 2008-June 30, 2009) data by the end of the calendar year.

Table 1
Characteristics of Maryland Hospitals Reporting
CLABSI Data Via NHSN (July 2008-December 2008)

Reporting to NHSN	
Acute General Hospitals	46
Intensive Care Units	
• Number of Beds	1,179
Inpatient Adult Units by Type	
• Burn Critical Care	1
• Medical Cardiac Critical Care	10
• Surgical Cardiothoracic Critical Care	4
• Medical Critical Care	5
• Medical/Surgical Critical Care	39
• Neurologic Critical Care	2
• Neurosurgical Critical Care	1
• Surgical Critical Care	6
• Trauma Critical Care	1
Inpatient Pediatric Units by Type	
• Medical/Surgical Critical Care	4
Neonatal Intensive Care Units	
• Number of Bassinets	418
Neonatal Units by Type	
• Neonatal Critical Care (Level II/III)	1
• Neonatal Critical Care (Level III)	13

The contractor shall develop a plan for an on-going data quality review and validation process for data reported for CLABSI via the NHSN system. The purpose of the plan is to review the completeness and accuracy of CLABSI cases and rates reported to the Commission via NHSN. Based on a review of the available literature and recommendations from professional organizations and NHSN, the plan should provide: (1) a framework for selecting hospitals for review; (2) a methodology for selecting records to be reviewed; (3) a system for record review, including instructions to hospitals to facilitate the collection of data required for data validation (e.g., blood cultures from laboratory data for CLABSI cases); (4) a process for validation of denominator data; and, (5) a process for reviewing audit results with hospitals and modifying data reported to reflect corrections. The plan shall provide recommendations for identifying and analyzing unreported CLABSI cases and cases reported but not meeting NHSN criteria. The plan shall incorporate the utilization of existing MHCC staff (1FTE) to support and/or supplement data collection activities (e.g., preparation of correspondence to hospitals, scheduling hospital visits) to maximize efficient and effective use of contractor resources. The Commission requires that all hospitals be included in the CLABSI review for the contract year.

The contractor shall initially develop a draft of the required plan for review by the Commission and its HAI Advisory Committee. Following this review, the contractor shall incorporate the Commission's recommendations in the final data quality review and validation plan document.

4.2 Conduct of On-Site Hospital Record Reviews

Based upon the final plan developed in Task 4.1, the contractor shall perform independent reviews of a sample of cases to verify the accuracy and completeness of each hospital's NHSN CLABSI submission. The contractor shall develop and administer an audit process that includes procedures for case selection, procedures for establishing a threshold for accepting a case as valid, timing of the audit process, provisions for hospital review, data resubmission, and appeal of audit findings. Each hospital shall receive a summary report of the validation results.

The number of records per hospital to be reviewed and the focus of the review shall be determined after assessment of the hospital submitted CLABSI data. As part of the review process, the contractor shall develop a standardized set of questions for hospital representatives to determine if the hospital is following NHSN protocol and policy for case selection and reporting. It is anticipated that the reviews will include on-site hospital medical record review. For the purpose of costing out this function, the contractor shall perform 200 on-site medical record reviews to audit CLABSI data.

4.3 Preparation and Summary of Audit Findings

Following the completion of the medical record review, the contractor shall provide a summary of the findings to MHCC. The summary of findings should identify any problem areas, issues requiring further clarification and/or training, and provide recommendations for the focus of future reviews. Following review and acceptance by the Commission, the contractor will present the report to the HAI Advisory Committee.

The contractor shall attend meetings of the HAI Advisory Committees on an as needed basis. The contractor shall prepare and present materials at committee meetings as required by the Commission, including status reports on data quality review and validation activities. Attendance at Advisory Committee meetings may be via conference call.

4.4 Other Requirements

A. Key Personnel

The successful offeror must have staff certified in Infection Control (CIC) by the Certification Board of Infection Control and Epidemiology and training and experience in the NHSN. In addition, the offeror must have staff trained in the CLABSI module of NHSN.

The Commission believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. The "key personnel" identified in the contractor's proposal shall be firmly committed for the duration of this contract. In the event a person so designated leaves employment of the contractor or subcontractor(s), the contractor shall submit to the Contract Monitor, within 10 calendar days after an unexpected/sudden departure and, preferably, 20 calendar days prior to a planned departure, a resume for Commission approval of the intended replacement.

The offeror's personnel categories may include the following categories:

Project Director – The Project Director should be an individual with a minimum of 5 years experience managing projects of similar scope and complexity. Preferably, the individual will be certified in Infection Control (CIC) by the Certification Board of Infection Control and Epidemiology. The individual should also have infection prevention and control experience in the hospital setting and familiarity with the CDC's National Healthcare Safety Network (NHSN) surveillance system.

Infection Preventionist Data Quality Reviewer/Auditor – The Data Quality Reviewer/Auditors must be individuals who are certified in Infection Control (CIC) by the Certification Board of Infection Control and Epidemiology. These individuals should also be experienced in CLABSI data collection, analysis and quality review/auditing. These individuals must also be trained in the CLABSI module of the NHSN surveillance system.

Physician/Clinical Consultant- The Physician/Clinical consultant is a physician, epidemiologist or other clinician who has an extensive background and experience in infectious diseases and who provides consultation on issues related to risk-adjustment and other medical and nursing care issues related to reporting and analysis of CLABSI data.

B. Data Use Agreement and HIPAA Security Recommendations

The contractor shall sign a data use agreement (Appendix B). Under COMAR 10.25.11.09; data released to a party with which the MHCC has contracted pursuant to the State procurement process may not be referred to the MHCC's Institutional Review Board. The data use agreement limits the ways in which the contractor may use the data and requires the return/destruction of any MHCC-provided data held by the contractor. Additionally, the contractor shall comply with State requirements in Section IV and HIPAA Security Recommendations, also summarized in Section IV of this RFP.

C. Ownership of Data, Software, Information, and Reports

- (a) Any data, software, information, and/or reports collected or prepared by the contractor in the course of performing its duties and obligations under a contract resulting from this RFP shall be deemed to be owned by the Commission. The ownership provision is in consideration of the contract's use of public funds in collecting or preparing such data, software, information, and reports. These items shall not be used by the contractor for any independent project of the contractor or publicized by the contractor without written permission of the Commission. Subject to applicable State and federal laws and regulations, the Commission shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such data, information, and reports. At the termination of the Contract, the contractor shall make available all such data, software, information, and reports to the Commission within thirty (30) days following termination of the contract or such longer period as approved by the Commission.
- (b) Except as otherwise provided in this subsection, if any material able to be copyrighted or patented is developed by the contractor in the course of performance of a contract resulting from this RFP, the Commission and the State of Maryland shall have a royalty-free, nonexclusive, and

irrevocable right to reproduce, publish, or otherwise use the material or work, and authorize others to do so.

D. Maintain Confidentiality

- (a) In the course of collecting and analyzing these data, the contractor will examine and have access to information that hospitals may consider proprietary and confidential. Additionally, the contractor may have contact with individually identifiable information. ***It is the policy of MHCC that confidential patient information, as well as proprietary hospital information must be protected.*** The contractor shall be bound by all relevant confidentiality requirements in applicable State and federal laws and regulations regarding personal identifying information, including HIPPA and the Maryland Medical Records Act, Health-General Article §4-301, et set. The contractor shall be responsible for safeguarding the confidentiality of information provided to any subcontractor it employs. The importance of such safeguards cannot be overstated. The release of any confidential or proprietary information will be considered a breach of this contract and may lead to the termination of this contract.
- (b) The successful contractor will be required to sign a MHCC data use agreement (DUA) as part of the contract. A MHCC DUA is included in Appendix B.

5.0 SUMMARY OF DELIVERABLES

Listed below are required deliverables:

Task	Deliverables	Deadline (Assuming 7/6/09 Contract Start)
4.1	Development of an Audit Plan to Validate Numerator and Denominator Data for CLABSI Outcome Measures	
	MHCC/Contractor holds kick off meeting to review Maryland CLABSI data collection requirements and contract expectations. The contractor provides a preliminary list of required hospital information.	2 weeks after SOC*
	Contractor submits Draft CLABSI Data Quality Review and Validation Plan for MHCC review	2 weeks after kick off meeting
	Contractor Submits Final CLABSI Data Quality Review and Validation Plan to include identification of preliminary hospital data requirements (e.g., laboratory reports).	2 weeks after MHCC approval of draft Plan
4.2	Conduct of On-Site Hospital Record Reviews	
	MHCC schedules hospital visits based on Implementation Plan	1 week after receipt of contractor case selection
	Contractor Performs On-Site Hospital Record Reviews	4 weeks following hospital notification of review
	Contractor submits preliminary hospital-specific findings upon completion of individual hospital reviews to MHCC	Upon completion of individual hospital reviews
	Contractor submits preliminary hospital-specific findings upon completion of individual hospital reviews to hospitals for review	1 week following completion of individual hospital reviews
4.3	Preparation and Summary of Findings	
	Contractor submits Draft Summary of Findings and Recommendations to MHCC	11/03/2009**
	MHCC reviews and approves Draft Summary of Findings and Recommendations	11/10/2009**
	Contractor submits Final Summary of Findings and Recommendations	11/15/2009**
4.4	Other Requirements	
	Submit project task work plan and timeline	2 weeks after SOC*
	Submit Executed DUA; Confidentiality Statements	2 weeks after SOC*
	Submit list of all data quality reviewers and hospital assignments	2 weeks after SOC*

*SOC - Start Date of Contract Year

** Tentative date

[NOTE: Following approval by the MHCC Contract Monitor, the Work Plan submitted by the contractor for each Task will establish deadlines for the sub-tasks listed on the Summary of Deliverables.]

PART II

ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Two-Part Submission

- A. Offerors shall submit, in separate sealed envelopes, technical and financial proposals in the following manner:
 - (1) One original (to be so labeled) and six (4) copies (one unbound and marked "PIA Copy") of the technical proposal in a sealed envelope clearly labeled "Technical Proposal"; and,
 - (2) One original (to be so labeled) and six (4) copies (one unbound and marked "PIA Copy") of the financial proposal in a sealed envelope clearly labeled "Financial Proposal".
*(see part IV, Section 1.4 for an explanation of this Public Information Act (PIA) copy)
- B. Each envelope shall, in addition, be labeled with the following:
 - (1) The offeror's name and business address;
 - (2) The due date/time for receipt of proposals; and
 - (3) The title of the RFP.
- C. All pages in the technical proposal must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offeror's letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

- A. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the offeror to the contract, who will receive all official notices concerning this RFP; and
- B. The Offeror's Federal Tax Identification Number or Social Security Number.
- C. Acknowledgement of the receipt of any amendments/addenda to the RFP.

2.0 VOLUME I: TECHNICAL PROPOSAL

2.1 Format

Proposals shall be clear and precise and shall affirmatively address all points as outlined in Part I, Section 4. The Offeror shall describe in detail the ability to meet or exceed all requirements listed in this section. Offerors will be rated on the basis of the information contained in their technical and financial proposals. Failure to fully address all requirements may result in the applicant not receiving a sufficient rating to be judged a qualified candidate. If any deliverable in Part 1, 4.0 is to be performed by more than one person or entity, the term “offeror” shall hereafter apply to each and every such person or entity individually and collectively. All offerors shall present their technical proposal in the following manner:

- 1. Statement of the Problem**
- 2. Work Plan**
- 3. Experience and Qualifications of the Proposed Staff**
- 4. Corporate or Agency Qualifications**
- 5. Economic Benefit to the State of Maryland**

1. Statement of the Problem

The “Statement of the Problem” shall demonstrate clearly that the offeror understands the Commission’s objectives and goals in conducting a data quality review and assessment of the Central Line-Associated Bloodstream data collected from Maryland hospitals. The “Statement of the Problem” shall be no longer than 5 pages (double spaced, 12 point font).

2. Proposed Work Plan

The “Proposed Work Plan” section is to contain a definitive description of the offeror’s proposed plan to meet the requirements of the RFP. It should include a detailed description of the likely methods and techniques the contractor would utilize in addressing all requirements outlined in Part 1, Section 4.0 and 5.0. This section shall include a Gantt chart which shows:

- a. A scheduling matrix of Contractor/Subcontractor staff utilization in hours for meeting the requirements in Part 1, Section 4.0 which should sum to the total staff hours that will be allocated to this contract;
- b. A list of the Contractor/Subcontractor staff with the percent of their total work time that will be dedicated to this contract during the duration of the contract, (e.g., 50% for someone who will spend half of his or her time working on this contract); and
- c. Any provision or input that the offeror will require from the MHCC.

The proposed work plan should also demonstrate the capacity of the offeror to successfully manage the overall project and subordinate tasks while meeting deadlines established in Part 1 Section 4.0. The work plan should include an outline of the management practices employed by the firm and the project management plan including control mechanisms used for projects requiring varying staff skill mixes and changing workloads over the one year contract period, including a description of how subcontractors will

be managed.

3. Experience and Qualifications of Personnel and Staffing Plan

This section describes how each proposed staff's experience relates to their specific responsibilities as detailed in the work plan for this procurement. In addition, the offeror shall describe experience that proposed staff have had working together with other clients. The offeror shall include individual resumes for all personnel that are to be assigned to the project. Subcontractors, if any, must be identified and a detailed description of their contributing role relative to the work called for this solicitation. Letters of intended commitment to work on the project from all personnel, including subcontractors, should be included with the proposal.

The offeror must also explain how it will be able to maintain its independence and objectivity in carrying out the requirements of this RFP.

4. Corporate or Agency Qualifications and Experience

This section should describe overall capabilities of the organization to meet the requirements and timeframes of the RFP. Include descriptions of selected engagements for other clients involving services similar to those requested by this RFP that were successfully performed by the offeror. A minimum of three references from firms or organizations for which work of a similar or related nature to this RFP was completed should be included. Each reference should identify the name of each organization, point of contact and telephone number. The Commission staff shall have the right to contact these or any other references of its choosing, as part of the evaluation and selection process, or to not contact some or all references if deemed appropriate.

The offeror shall submit an organization chart delineating lines of control between the contract staff and organization's senior management. A discussion accompanying the organization chart shall describe how senior management will monitor contract performance and ensure quality.

The offeror shall provide documentation of fiscal integrity as specified by, but not limited to, the following:

- a. Recently audited (or best available) financial statements;
- b. Successful financial track record;
- c. Adequate work capital; and
- d. Lines of credit.

The offeror shall provide a legal action summary that includes:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any such action.
- b. A brief description of any settled or closed legal actions or claims against the offeror over the past five years. A description of any judgments against the offeror within the past five (5) years, including the case name, court number, and what the final ruling or determination was from the court.
- c. Instances where litigation is ongoing and the offeror has been directed not to disclose information by the court provide the name of the judge and location of the court.

As part of its offer, each offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the offeror is to provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. The State employee contact person (name, title, telephone number, and, if known, e-mail address)
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

5. Economic Benefit to the State

The offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the offeror's performance of the contract resulting from this RFP. Offerors shall not include any detail of the financial proposal within this technical information. Economic benefits include:

- A. An estimate of the percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
- B. The numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from this contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- E. In addition to the factors listed above, the offeror should explain any other economic benefit to the State of Maryland that would result from the offeror's proposal.

2.2 Summary of items to be completed and submitted with Technical Proposal

- A. Transmittal Letter
- B. Bid/Proposal Affidavit
State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix F of Part VI of this

- RFP.
- C. Conflict of Interest Affidavit
- D. References
- E. Organization Chart
- F. Fiscal Integrity Documentation
- G. Legal Action Summary
- H. Past State Experience
- I. Economic Benefit to the State
- J. Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).
- K. Living Wage Affidavit (Appendix H)

3.0 Volume II: FINANCIAL PROPOSAL

3.1 Format

Offerors shall enter all price information on Appendix C : "Financial Proposal Sheet and submit it under separate sealed cover as described in Part II, Section 1.1 above. For pricing purposes, the offeror should assume **200 on-site inpatient hospital chart reviews**.

This volume must contain the following sections:

- A. The Financial Proposal Summary Sheet (Appendix C-1) must be completed and submitted in duplicate, each with original signature of an individual authorized to bind the offeror to the prices proposed. The "Total Proposed Project" stated on this form will be the price used for comparison, evaluation and recommendation for contract award.
- B. The Financial Proposal Detail Sheet (Appendix C-2) presents the detail by tasks to support the prices proposed on the Financial Proposal Sheet (C-1). These line item prices will be used for contract management purposes and for invoicing/payment purposes, but will not be individually compared as a basis of award. The prices must reflect all expenses that the offeror intends to invoice if awarded the contract.

3.2 Summary of items to be completed and submitted with the Financial Proposal

Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).

PART III

EVALUATION AND SELECTION PROCEDURE

1.0 Evaluation Committee

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, section 1.0. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the committee until the technical evaluation is completed. Alternatively, a separate committee may be established to evaluate financial proposals concurrently with the committee that is evaluating the technical proposals. In this case, the separate committees may have no contact with each other until the time that both committees have completed their assigned tasks.

1.1 Evaluation Criteria

The evaluation criteria set forth below are arranged in descending order of importance (1 is more important than 2 and 2 is more important than 3, etc.).

A. WORK PLAN

1. Approach to reviewing/auditing and assessing the accuracy and completeness of the CLABSI data. The approach must detail how the offeror will select/sample cases for review, how comparative data will be defined and collected, how effective communication with hospitals will be performed
2. Approach to communicating with MHCC staff throughout the course of the project.
3. Approach to establishing and maintaining an effective communication strategy with hospitals throughout the data collection, analysis, and auditing process.
4. Approach to identifying, investigating and resolving data quality problems and understanding of any limitations in the data being used.
5. Approach to data validation, inter-rater reliability, and quality control for the project.
6. Feasibility and reasonableness of the project and task-specific management approach given the requirements specified in Part 1 Section 4 of this RFP.
7. Appropriateness of the data security plan for protecting personally identifiable clinical information.

B. EXPERIENCE AND QUALIFICATIONS OF THE PROPOSED STAFF

1. Experience of the project team in infection control and prevention activities preferably within a hospital setting. The data reviewers/auditors must be certified in Infection Control (CIC) by

- the Certification Board of Infection Control and Epidemiology.
2. Individual staff experience with the CLABSI data collection and analysis.
 3. Demonstrated knowledge and experience with the CDC's NHSN surveillance system including use of the CLABSI module.
 4. Individual staff experience in healthcare-associated infection data collection, analysis and auditing.
 5. Experience of the Project Director in leading large health data management projects of similar complexity.
 6. The experience of the staff in understanding, interpreting and manipulating laboratory data for infection control and prevention purposes.

C. CORPORATE QUALIFICATIONS

1. Corporate experience conducting work with infections data collection, quality review, analysis, and auditing within the hospital setting.
2. A commitment to providing quality services demonstrated by a defined quality assurance program with oversight by senior management.
3. Ability to manage contracts with changing client clinical and technical resource needs.
4. Demonstrated ability to produce high quality deliverables within fixed costs and timeframes.
5. Sufficient facilities and personnel to complete the tasks.

D. STATEMENT OF THE PROBLEM

The "Statement of the Problem" should demonstrate clearly that the offeror understands HAI data collection, analysis, quality review and public reporting issues and responsibilities. The offeror should describe the method and manner in which it plans to address the various issues related to HAI data collection, analysis, quality review, and reporting of CLABSI measures.

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP, if any, have been met, including submission of a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) in cases where a subcontracting goal has been established. Any technical proposal that does not include a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) will be determined "not reasonably susceptible for award of contract." Any offeror who does not meet minimum requirements will be declared "not responsible." If either determination is made at this point the offeror's proposal will be returned without opening the financial portion. The committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, that offeror will be notified and the financial proposal returned unopened if possible.

Following the completion of the technical evaluation of all offerors, including any discussions, the committee will rank each qualified offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified offeror will then be distributed to the committee. If an MBE subcontracting goal has been assigned to the solicitation, the Procurement Officer will first determine if a completed *MBE Participation Schedule* (MBE Attachment B, Appendix I) has been included with the financial proposal. If not, the entire proposal will be declared "not reasonably susceptible for award of contract," and will not be given further consideration.

The committee may then reenter into discussions concerning the qualified proposals. Unless already evaluated by the financial team, at this point the committee will rank each offeror's financial proposal from lowest to highest cost to the State. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (See Part III, Section 1.4).

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP. In the case of multiple awards the next advantageous, and the next after that up to the number stated in Part I, Section 1.0, will also be recommended. In arriving at this recommendation, the technical proposal will be afforded "more" weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

As permitted by COMAR 21.05.03.03A (6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

The Commission will notify all offerors of the outcome of the solicitation. If an MBE subcontracting goal was established for this solicitation, the notification will include instructions and the deadline for the recommended offeror to submit the remaining MBE documentation: *Outreach Efforts Compliance Statement* (MBE Attachment C) and *MBE Subcontractor Project Participation Statement* (MBE Attachment D). Once all contract approvals have been obtained, notice of award of the contract will be published by the Commission on the Maryland eMM.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of the Commission.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise either their initial technical or initial financial proposal or both initial proposals by

submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is in the State's best interest to conduct additional discussions or change the Commission's requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The Commission shall honor requests for debriefings at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award, or the proposed award, of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

PART IV

GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

NO PRE-PROPOSAL CONFERENCE WILL BE HELD.

1.1 Questions and Inquiries

Questions may be submitted in writing to swiggins@mhcc.state.md.us until **Friday, June 12, 2009 @ 4:00 p.m.** All responses to questions submitted will be posted to by **Tuesday, June 16, 2009** to the following websites: www.eMarylandMarketplace.com, www.mhcc.maryland.gov and www.dhmf.state.md.us.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from the Procurement Officer prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (see COMAR 21.10.02.03).

1.2 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. Acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

1.3 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical and financial proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (see Part II, section 1.1,A) This copy must also include a statement by the offeror regarding the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.14, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.4 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the offeror and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for or receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the offeror and the State.

1.5 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to the Issuing Office prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however, offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.6 Late Actions

A proposal, request to withdraw a proposal, or a modification to a proposal is late, if the Issuing Office does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal or late modification will not be considered, except under the following circumstances:

- A. When a late proposal is received before contract award and the proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.
- B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the State. (See COMAR 21.05.02.10).

1.7 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interests of the State of Maryland.

1.8 Incurred expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.9 Multiple Proposals

An offeror “**may not**” submit multiple proposals in response to this solicitation.

1.10 Alternate Proposals

An offeror “**may not**” submit an alternate proposal in response to this RFP.

1.11 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's, Department of Assessments and Taxation, and Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract, including option years.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.12 Reserved

This subsection has been left intentionally blank.

1.13 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, Appendix B, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the Commission to have a legitimate interest in them.

1.14 Federal Funding Acknowledgement

The contract awarded as a result of this RFP will contain no federal funds.

1.15 MBE Requirements

Subcontracting Participation Goal

The Minority Business Enterprise (MBE) subcontracting goal or any contract resulting from this solicitation is 0%. Minority businesses are strongly encouraged to submit an offer in response to this RFP.

2.0 CONTRACT INFORMATION

2.1 Duration of Contract

The contract(s) resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion of the State and shall comply with all terms and conditions in force at the time the option is exercised.

2.2 Invoicing/Payment/Retainage/Withholding

A. Invoicing

The contractor shall bill the MHCC on a monthly basis for costs incurred and work provided.

Invoices must be addressed to Theresa Lee, Chief of Hospital Quality Initiatives, MHCC, 4160 Patterson Avenue, Baltimore, MD 21215 with one copy of this invoice marked “copy”, submitted to Bridget Zombro, MHCC, 4160 Patterson Avenue, Baltimore, MD 21215. All invoices must (at a minimum) be signed and dated in addition to including the vendor’s mailing address, the vendor’s Social Security number or Federal Tax ID number, the MHCC’s assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

B. Payment

The contractor shall submit an invoice for progress payment on a monthly basis by deliverable:

- a) In accordance with the schedule in the Summary of Deliverables, Part I. Section 5.0;
- b) With a completed certification of acceptance by the contract monitor for the specified deliverable;
- c) No later than the 15th day of the month following acceptance by the4 contract monitor of the specified deliverable; and
- d) Payments will be made by the MHCC in response to a properly submitted invoice in accordance with the following scheduled of deliverables in Part I, Section 4.0, Services to be Performed. There may be no progress payment for any deliverable that is deficient or unsatisfactory, or otherwise unacceptable to the MHCC.

Electronic Funds Transfer (EFT) may be used to pay the Contractor for the contract resulting from this solicitation and any other State payments unless the State Comptroller’s Office grants the Contractor

an exemption. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for exemption.

C. Funding

Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

2.3 Contract Type

The contract resulting from this RFP will be an Indefinite Quantity Contract with fixed unit prices with respect to the hospital record reviews (Part I, Section 4.2) and a Firm Fixed Price Contract respect to the Services to be Performed in Part I, Sections 4.1, 4.3 and 4.4.

2.4 Subcontracting

With prior written approval by the State, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to the Commission for the proper accomplishment of all elements of the contract.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractors must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.5 Contract Document

Part V of this RFP will serve as the contract between the Commission and the successful offeror for goods/services detailed in Part I of this RFP. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and the Maryland Health Care Commission and the successful vendor execute the contract.

2.6 Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in Appendix D. The Contract Affidavit must be submitted to the Procurement Officer within ten (10) business days of being notified of being recommended for award.

2.7 Insurance Requirements

The successful offeror resulting from this RFP must show evidence of third party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the

operations and provided under this contract. These insurance coverages shall include the statutory limit for Workers' Compensation coverage; a minimum of \$500,000 aggregate for Commercial General Liability coverage; a minimum of \$100,000 for each Professional Liability or Malpractice coverage, if applicable; and automobile liability coverage, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Commission's Contract Monitor.

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

The following types of insurance and minimum amount(s) of coverage are required: **NONE**

2.8 Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of the Commission, subject to any additional approvals as may be required by State law. No amendment to this contract shall be binding unless so approved.

2.9 Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the Commission's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Commission's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Commission's Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Commission's Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.10 Reciprocal Preferences

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal

site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

2.11 Reserved

2.12 Reserved

2.13 Reserved

2.14 Standard Contract Clauses

All vendors should thoroughly review the following mandatory contract clauses. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part I of this RFP.

Both parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract(s), if any.

1. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI-YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Commission's rights or the

Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the Commission from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. MODIFICATION OF CONTRACT – GENERAL

This contract may be amended as the Commission and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. MODIFICATION OF CONTRACT – SALARY INCREASES AND EMERGENCIES

Subject to the approval of the Department of Budget and Management, the Commission shall have the ability to supplement this contract for:

- a. Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or
- b. Unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform as per this contract.

7. NON – HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

8. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

9. DISPUTES

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02 the Contractor must file a written notice of a claim with the procurement officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed

diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

10. **MARYLAND LAW PREVAILS**

The Provisions of this contract shall be governed by the laws of the State of Maryland.

11. **NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. **CONTINGENT FEE PROHIBITION**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

13. **TERMINATION FOR DEFAULT**

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the Commission may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Commission's option, become the State's property. The Commission shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Commission can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. **TERMINATION FOR CONVENIENCE**

The Commission may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the Commission shall determine that the termination is in the best interest of the State. The Commission will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. **TAX EXEMPTIONS**

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in

performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

16. ARREARAGES

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

8. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and
9. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

17. NON-ASSIGNMENT

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the Commission's contract monitor.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE – OTHER THAN RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

19. DOCUMENTS RETENTION AND INSPECTION CLAUSE – RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements of Clause 18, above:

- a. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- b. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

20. INDEMNITY (HOLD HARMLESS) CLAUSE

A. Definitions:

For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the Contractor, its officers, employees, agents, and representatives.

- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Subcontractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by Contractors

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

A. Liability of the State

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

B. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

21. COST AND PRICE CERTIFICATION

- A. The Contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - i. A negotiated contract if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - ii. A change order or contract modification, expected to exceed \$100,000, or a smaller amount

set by the Procurement Officer.

- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

22. PAYMENT OF STATE OBLIGATIONS AND INTEREST

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.
- C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
 - 1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
 - 2) The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
 - 3) The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
 - 4) The proper invoice has been received by the party or unit of government specified in the contract.
 - 5) The invoice is not in dispute.
 - 6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
 - 7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

23. INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

24. INCORPORATION BY REFERENCE

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offeror except for any portions specifically excluded by contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the contract.

25. SPECIFICATIONS

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

26. DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. ANTI-BRIBERY

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

28. REGISTRATION

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

29. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of

1972, where applicable.

30. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. PATENTS, COPYRIGHTS, TRADE SECRETS & INDEMNIFICATION

If the contractor furnishes any design, device, material process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use the item or items. The contractor hereby grants to the Commission a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, the Commission, DHMH, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

32. STATE CONTRACT PREVAILS

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

33. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, § 13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.

34. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Maryland Health Care Commission.

The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to MHCC and shall become and remain the exclusive property of MHCC during and upon termination or completion of the services required to be performed under this contract.

MHCC shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for MHCC, the contractor hereby transfers and assigns to MHCC all of its rights, title and interest (including all intellectual property rights) to all products created under this contract, and will cooperate reasonably with MHCC in effectuating and registering any necessary assignments.

The contractor shall report to the Commission, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if markings are affixed, the Commission shall have the right at any time to modify, remove, obliterate, or ignore the markings.

35. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. PRE-EXISTING REGULATIONS

In accordance with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

37. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§ 14-101—14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

38. COMPLIANCE WITH LAWS

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;

- B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

39. PROHIBITION OF SEXUAL HARASSMENT

The Contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by MHCC, in all sub-contracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

40. COMMERCIAL NONDISCRIMINATION

As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

41. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional

information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix H entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract.

NOTE: If the Offeror fails to submit and complete the Affidavit of Agreement, the MHCC may determine an Offeror to be not responsible.

42. CENTURY COMPLIANCE WARRANTY

The contractor warrants that the products provided or systems developed under this contract are century compliant. "Century Compliant" means that the product:

1. Is able to process date data accurately – including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), and date data interface values that reflect the century – when used either in a stand-alone configuration or in combination with other century compliant products used by the State.
2. Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year.

In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, the contractor agrees to promptly repair or replace any product furnished under this contract that is not century compliant, provided the State gives notice within a reasonable time following discovery of failure.

43. FEDERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) EXCLUSION REQUIREMENTS

The Contractor agrees that it will comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify OOE immediately of any identification of the contractor or an individual employee as

excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

44. CONFIDENTIALITY

The Contractor agrees to keep information obtained in the course of this contract confidential in compliance with applicable State and federal law. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Agency for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

45. COMPLIANCE WITH HIPAA AND STATE CONFIDENTIALITY LAW

The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
3. Otherwise providing good information management practices regarding all health information and medical records.
4. If in connection with the procurement or at any time during the term of the contract, the Commission determines that functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501.
5. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or

received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

46. LIMITED ENGLISH PROFICIENCY

The contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov't Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

47. NON-VISUAL ACCESS

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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PART V

CONTRACT

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In so doing, the offeror binds itself to all of the provisions, terms, and specifications contained in the contract.

- A. PARTIES TO THE CONTRACT – Each party to this agreement represents and warrants to the other that it has the full right, power, and authority to execute this contract. The contractual agreement resulting from this RFP **MHCC 10-002** is by and between _____, hereinafter called the *Contractor* or the *Vendor*, and the **Maryland Health Care Commission (MHCC)**, a unit of the State of Maryland, Department of Health and Mental Hygiene, hereinafter called the *State*, the *MHCC*, *Department*, and/or *DHMH*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

- B. CONTRACT TERM AND PRICE–The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

Contract Term	Begin	End	Amount
---------------	-------	-----	--------

Base Contract Price _____ \$ _____

- C. CONTRACT AND APPROVAL IDENTIFIERS – Identifiers for this contract shall include, but not necessarily be limited to:

The Contract Number: **MHCC 10-002**

ADPICS Number: _____

Emaryland Market Place Contractor Registration Number*: _____

*Note: Contract will not be awarded without eMM registration number.

- D. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document DHMH/OPASS _____ Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the **CONTRACTOR**)

By: _____

(Signature)

Name(Typed)

Title(Typed)

Date

(Signatory for the **COMMISSION** shall be the Secretary or designee)

By: _____
Rex W. Cowdry, M.D., Executive Director

OR DESIGNEE

(Signature)

Name(Typed)

Title(Typed)

Date of signing by Secretary or Designee

Approved as to form and Legal Sufficiency

This _____ day of _____ 20 _____

By: _____

Name (Typed)

PART VI
APPENDICES

APPENDIX A

Maryland Health Care Commission Center for Hospital Services

Healthcare-Associated Infections (HAI) Advisory Committee

Beverly Collins, M.D., MBA, MS

Medical Director, Healthcare Informatics
CareFirst BlueCross BlueShield

Jacqueline Daley, HBSc, MLT, CIC, CSPDS

Director, Infection Prevention and Control
Sinai Hospital of Baltimore

Maria E. Eckart, RN, BSN, CIC

Regional Education Coordinator, Infection
Control Consultant
Towson Regional Office

Elizabeth P. (Libby) Fuss, RN, MS, CIC

Infection Control/Associate Health Manager
Carroll Hospital Center

Andrea Hyatt

President, Maryland Association of Ambulatory
Surgery Centers
c/o Dulaney Eye Institute

Steven Goodman, M.D., Ph.D.

Johns Hopkins Medical Institutions

Sara E. Cosgrove, M.D., M.S.

Director, Department of Antibiotic Management
Johns Hopkins Medical Institutions and
University

Eli Perencevich, M.D., M.S.

Assistant Professor, Division of Healthcare
Outcomes Research
VA Administration Maryland Health Care System

Anthony Harris, M.D., M.P.H.

Associate Professor of Epidemiology and
Preventive Medicine
University of Maryland School of Medicine

Lynne V. Karanfil, RN, MA, CIC

Corporate Coordinator, Infection Control
MedStar Health-Performance Improvement

Michael Anne Preas, RN, BSN, CIC

Infection
Prevention and Control

Shady Grove Adventist Hospital

Peggy Pass, RN, BSN, MS, CIC

Infection Prevention and Control
St. Agnes Hospital

Brenda Roup, Ph.D, RN, CIC

Nurse Consultant, Infection Control
Department of Health and Mental Hygiene
Community Health Administration

Jack Schwartz, Esq.

Former Director, Health Policy Development
Office of the Attorney General

William Minogue, M.D.

Executive Director, Maryland Patient Safety
Center

Carol B. Payne

Consumer Representative
Baltimore Office, HUD

May 2009

APPENDIX B MHCC DATA USE AGREEMENT

MHCC 10-002
DUA Number _____

AGREEMENT FOLLOWING MARYLAND HEALTH CARE COMMISSION DISCLOSURE OF DATA

This is an agreement between the _____, hereafter "requestor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data maintained in the MHCC system of records while allowing for a partial, restricted disclosure of enumerated information and/or records to the Requestor, subject to conditions.

Background: _____ will use the Maryland _____ under work defined in Contract MHCC _____ and the supporting materials, from _____ 200__ through _____ 200__.

1. **Conditions stating Scope of Use of the Information.** The Requestor certifies that the facts, statements, and other representations made in its Contract MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. Requestor is bound by the terms of its Contract in its use of the data requested.
2. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Requestor warrants that all patient-specific information will be maintained on a password-protected computer and in a locked office. No patient-specific information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which Requester agrees it will perform and are included among its obligations under this Agreement. Requestor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within Requestor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.
3. **Breach of Agreement.** Any unauthorized use of the data provided by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Requestor to comply with the terms and obligations of this Agreement may constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. **Consequences upon Breach of Agreement.** In the event that MHCC, in its sole discretion, has a reasonable belief that the Requestor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which Requestor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released under this agreement and to provide no further data.
5. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement.
6. **Rights in Data.** The parties agree that MHCC retains all ownership rights to the data files referenced by this agreement and that Requestor does not obtain any right, title or interest in the data furnished by MHCC. Requestor agrees to provide a copy of its study findings to MHCC at the time that it is published.
7. **Modification.** The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.
8. **Jurisdiction.** The terms of this agreement shall be governed by the laws of Maryland and Requestor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.
9. **Custodian.** The following named individual is designated as "Custodian" of the files on behalf of the Requestor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.
10. **Data Management Plan.** The MHCC accepts the data management plan provided by the requestor. The requestor agrees to follow the processes described in the plan. Violation of the data management plan shall permit MHCC, at its sole discretion, to exercise remedies described in paragraph 4 and paragraph 5 of this Agreement.
11. **Acknowledgements and Signatures.** On behalf of the Requestor, _____, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

Date

Printed Name

Signature

As required in Paragraph 9 above, the Custodian acknowledges appointment as Custodian of the aforesaid data files and information on behalf of the Requestor, and agrees personally and in a representative capacity to comply with all of the provisions, conditions, and terms of this agreement.

Date

Name and Title of Custodian Typed or Printed

Signature

On behalf of MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

Date

**Ben Steffen, Director, Center for Analysis and Information
Services**

Signature

**Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Telephone: 410-764-3570
E-Mail: BSTEFFEN@mhcc.state.md.us**

APPENDIX C-1

FINANCIAL PROPOSAL SUMMARY SHEET

**Consultant Services to Support Central Line-Associated Blood Stream Infection Data
Quality Review and Validation
MHCC 10-002**

TOTAL PRICE (From Appendix C-2) \$ _____

Name of Offeror

Date

Signature

Federal Employer's ID No.

NOTE #1: MHCC intends to make a Single Award as result of this solicitation. The contract that results for this RFP shall be an Indefinite Quantity Contract with fixed unit prices with respect to hospital record reviews (Part I, Section 4.2) and Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the other requirements of the solicitation.

NOTE #2: All Proposed Prices entered above are to be fully loaded prices that include all cost/expenses associated with the provision of services as required by this RFP. The Proposed Prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

APPENDIX C-2

FINANCIAL PROPOSAL DETAIL BY TASK SHEET

TASK#	TASK TITLE	PROPOSED COST
4.1	DATA QUALITY REVIEW AND VALIDATION PLAN	\$ _____
4.2	CONDUCT OF ON-SITE HOSPITAL RECORD REVIEWS (200 records) Cost per Record Review \$ _____ X 200	\$ _____
4.3	PREPARATION AND SUMMARY OF AUDIT FINDINGS	\$ _____
4.4	OTHER REQUIREMENTS	\$ _____
Total Price		\$ _____ Basis for Award Determination

MARYLAND HEALTH CARE COMMISSION
Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Health Care Commission shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal which has been received at the appropriate mailroom or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Commission recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Commission. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box.

**For Hand Deliveries by Vendors and Deliveries
By Commercial Courier Services**

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Commission's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is placed in the designated bid box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box.

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the Commission Procurement Officer identified in the RFP at (410) 764-3329.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before

judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement

Article of the Annotated Code of Maryland with regard to a public or private contract; or

- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR

21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

CONTRACT AFFIDAVIT

APPENDIX F

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative
of [name of business] _____

_____ and that I possess the legal
authority to make this Affidavit on behalf of my self and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

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--	--	--	--	--	--	--	--

(or) Social Security Number:

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--	--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name _____ and _____ address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type: ☐ Checking ☐ Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ☐ Initiate all disbursements via EFT to the above account.
2. ☐ Discontinue disbursements via EFT, effective _____

3. _____ Change the bank account to above information – a copy of the approved
Registration Form for the previous bank account must be attached. (OVER)

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746
COT/GAD X-10

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

Unless determined to be exempt, the Bidder/Offeror agrees to pay its employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not determined to be exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on State contract activities. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:_____

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

APPENDIX J
CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)